

BILL NO. S-93-05-18

SPECIAL ORDINANCE NO. S-

47-93

AN ORDINANCE approving CONTRACT between SCT SOFTWARE & RESOURCE MANAGEMENT CORPORATION ("SCT") and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

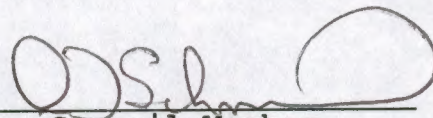
NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the CONTRACT by and between SCT SOFTWARE & RESOURCE MANAGEMENT CORPORATION ("SCT") and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, for:

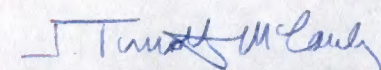
certain data processing systems development and other data processing services for the City of Fort Wayne;

the contract price is Six Million Seven Hundred Fifty Thousand Seven Hundred Forty and no/100 Dollars (\$6,750,740.00), all as more particularly set forth in said Contract, which is on file in the Office of the Board of Public Works and, is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved. Two (2) copies of said Resolution are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.


Council Member

APPROVED AS TO FORM
AND LEGALITY



J. Timothy McCaulay, City Attorney

Read the first time in full and on motion by Lunsey, seconded by _____, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Common Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATED: 5-25-93

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Schmidt, seconded by _____, and duly adopted, placed on its passage. PASSED LOST by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>8</u>			<u>1</u>
BRADBURY	<u>✓</u>			
EDMONDS				<u>✓</u>
GiaQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
LUNSEY	<u>✓</u>			
RAVINE	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 6-8-93.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING) ORDINANCE RESOLUTION NO. J-47-93 on the 8th day of June, 19 93

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)
Mark C. GiaQuinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 9th day of June, 19 93, at the hour of 1:30 o'clock P. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 10th day of June, 19 93, at the hour of 11:00 o'clock P A M., E.S.T.

PAUL HELMKE
PAUL HELMKE, MAYOR

An RFP document, dated December 7, 1992, was then mailed to those four companies. The RFP document requested a proposal for turn-key information systems facilities management services for a period of 10 years for both the City and the County. EDS and IBM declined to continue the process. SCT and MAXIMA then competed with RFP responses. Subsequent to receipt of those responses, both firms were invited in for two hour presentations to the City and County taskforces on January 29. The City team completed quantitative ranking forms for both presentations. The forms were designed on a 100 point rating scale for 10 evaluation factors: 1.) Overall Information Systems Facilities Management Experience, 2.) Local Government Information Systems Facilities Management Experience, 3.) Quality of Management Personnel to be Assigned to the Site, 4.) Historical Local Government Information Systems Facilities Management Experience, 5.) Experience in the Specific Hardware and Software Used by Fort Wayne/Allen County, 6.) Total Contract Cost, 7.) Proposed Facilities Management Plan, 8.) Proposed Right-Sizing/Down-Sizing Plan, 9.) Proposed Future Facilities Management Plan, and 10.) Proposed Staffing Plan.

The composite ratings were as follows: SCT-87.5; MAXIMA-69.7. As a result, the City issued a Letter of Intent to begin contract negotiations with SCT on February 3, 1993. The County issued a similar letter at the same time. The City negotiating team was composed of myself and Associate City Attorney Linda Powell. The resulting contract begins on September 1, 1993 and continues through December 31, 2003. We negotiated a five year option into the contract to keep the competitive pressure on the incumbent vendor. If we end the contract at five years, there is a buy out cost of \$309,067 (including interest). The new contract average monthly cost is \$54,441, an increase of 11% over the old monthly cost of \$48,907. The new contract contains one additional FTE (full time equivalent) employee and additional supported applications. Total value of the contract over the full term is \$6,750,740, not including contractual cost-of-living increases.

The Allen County Commissioners have already completed their contract negotiations and signed a new contract with SCT covering the same contract period as that proposed on the attached document.

DIGEST SHEET

TITLE OF ORDINANCE SPECIAL ORDINANCE

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE APPROVES CONTRACT FOR CERTAIN DATA
PROCESSING SYSTEMS DEVELOPMENT AND OTHER DATA PROCESSING SERVICES
FOR THE CITY OF FORT WAYNE.

EFFECT OF PASSAGE CONTRACT IS APPROVED.

EFFECT OF NON-PASSAGE CONTRACT IS NOT APPROVED.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) _____

ASSIGNED TO COMMITTEE (PRESIDENT) _____

INFORMATION RESOURCE MANAGEMENT AGREEMENT

THIS AGREEMENT is entered into as of _____, 1993, by and between SCT Software & Resource Management Corporation ("SCT"), a Delaware corporation, with offices at Great Valley Corporate Center, 4 Country View Road, Malvern, Pennsylvania, 19355, and the City of Fort Wayne, Indiana ("Client"), with offices at One Main Street, Fort Wayne, Indiana 46802.

BACKGROUND

The Client desires to retain SCT to provide Client with certain data processing systems development and other data processing services, which services SCT is in the business of supplying.

NOW THEREFORE, in consideration of the premises and covenants hereinafter contained, and intending to be legally bound hereby, SCT and Client agree as follows:

1. **TERM.** SCT shall provide Client with the services set forth in this Agreement, on the terms and conditions of this Agreement, commencing September 1, 1993 (the "Commencement Date"), and continuing until December 31, 2003, inclusive. Upon the execution of this Agreement by both parties, Client will be deemed to have exercised its right under Section 13(a) of that certain Information Resources Management Agreement dated May 1, 1988 between Client and SCT's parent company, Systems & Computer Technology Corporation ("Superseded Agreement") to terminate the Superseded Agreement effective August 31, 1993 ("Superseded Agreement Early Termination"), and to have provided Systems & Computer Technology Corporation with written notice of such Superseded Agreement Early Termination as required by Section 13(a) of the Superseded Agreement. Furthermore, and without limiting the foregoing, both SCT and Systems & Computer Technology Corporation acknowledge that the installment payments (but no other payment or payments) identified in Exhibit B of the Superseded Agreement for September 1993 through December 1993, inclusive, which four (4) installment payments Client would otherwise have been required to pay to Systems & Computer Technology Corporation upon the Superseded Agreement Early Termination as provided for in the Superseded Agreement, have been included in the amounts payable to SCT under this Agreement.

2. INFORMATION RESOURCES MANAGEMENT SERVICES AND SYSTEMS.

(a) Beginning on the Commencement Date and thereafter as provided herein, SCT will provide to the Client the services described in Exhibit A, which is attached hereto and incorporated herein by this reference.

(b) In order to perform the services described in Exhibit A, using an on-site staff of 13.5 FTE, SCT will staff and manage the operation of the Client's data processing equipment, software operating systems, and software applications systems (collectively the "Computer Systems") in use at the execution of this Agreement, or such other equivalent configurations which do not increase the level of resources, time, cost or effort required to perform the services described in Exhibit A.

(c) The Computer Systems shall be located within the facilities of the Client.

(d) The Client agrees to permit SCT's authorized personnel, and third parties as may be authorized by SCT, access to the Computer Systems at all times, for the purpose's of

managing the operation thereof, and for all other purposes reasonably necessary or appropriate to permit SCT to perform its obligations hereunder.

(e) The Client and SCT mutually agree not to remove or alter in any way markings or other forms signifying ownership of the Computer Systems.

(f) In order to permit SCT to perform its obligations hereunder, the Client personnel shall not operate the Computer Systems to be utilized by SCT hereunder except upon the prior written agreement of SCT, which shall not be unreasonably withheld. SCT personnel shall comply with the rules of the Client with respect to access to the Client's offices and records.

(g) SCT shall implement the security and safety measures established by the Client relating to the Client's data processing facilities which, at a minimum, will conform with industry standards to prevent access to the Computer Systems by other than authorized personnel.

(h) The Client agrees to make its personnel available to SCT so that SCT may consult with such personnel in order to permit SCT to perform its obligations hereunder.

(i) SCT shall manage, with the advice and consent of Client, the Client's expenses in connection with its computer center and the Computer Systems, including without limitation the purchase or other acquisition of supplies, software, hardware and/or maintenance therefor. However, Client, in order to maintain its tax-exempt status, shall be responsible for all such expenses, and no such expenses are included in the amounts to be paid to SCT by Client under this Agreement.

(j) During the term of this Agreement, the Client shall provide to SCT the following in order to permit SCT to perform its obligations hereunder:

(i) All consumable and reusable computer operating supplies existing on the Commencement Date such as computer printer paper, special forms, ribbons, microfilm, magnetic tapes, disk packs and such other computer related supplies as are required to provide the services described in Exhibit A. SCT agrees to meet with Client on a quarterly basis to review historic consumption and available inventory of such supplies.

(ii) The necessary and appropriate floor and office space and modifications to space and facilities for both the Computer Systems and all personnel

(iii) Any necessary leasehold improvement, such as electrical conduit, air conditioning and power which may be required in order to conform with the manufacturer's specifications for any Computer Systems utilized by SCT under this Agreement.

(iv) All utilities, including special power and air conditioning for the Computer Systems utilized by SCT hereunder. This includes electrical power and environmental conditioning capacity to meet vendor specifications for operation of computing equipment and storage of computer supplies, and adequate equipment to provide the electrical power continuity required to meet the Client's need for on-line computing continuity and responsiveness on a twenty-four hour a day, seven day a week operation basis.

(v) Necessary general office equipment such as desks, chairs, typewriters, copiers, files, supplies, and telephone service, including data communications equipment and service, plus any additional equipment or service reasonably required to accommodate SCT personnel.

(vi) Reproduction capability for all reports and documentation due to the Client under this Agreement.

(vii) Fire protection equipment to protect against the destruction of the Computer Systems and computer data stored on-site.

(viii) Storage in a building not necessarily attached to the Client's data processing facilities for historical files and back up materials with which to rebuild data files in the event working files are destroyed because of natural disaster, fire, riots or other such causes. The Client shall make reasonable efforts to provide a vault area adequate to protect tapes, disks, and other working computer files from the hazards of theft, fire, hurricanes, and other natural disasters for up to five (5) hours, or other reasonable time period.

(ix) On-site storage for expendable computer supplies (e.g., forms, paper, cards) to provide a working level of such supplies on hand at all times. On and off-site storage and delivery service to facilitate bulk purchasing, with immediate access to at least five (5) days of supply and two-three (2-3) day access to at least a thirty (30) day supply.

(x) Parking spaces to the same extent parking was available to the Client's employees who performed the functions SCT is to perform hereunder.

(k) Any changes in physical support provided by the Client (e.g., planned water or power outages and repair work) shall be promptly brought to SCT's attention to allow SCT to evaluate the impact on computer center operations and, where possible, to take action to minimize the effect on such operations.

(l) SCT shall not, without the prior written approval of the Client, sell or give to a third party machine time on any Computer Systems that it is authorized to manage and operate under this Agreement. SCT shall not use the Computer Systems for purposes other than its obligations under this Agreement unless, and to the extent, approved by the Client.

(m) SCT shall not charge any additional fees other than provided herein for hiring or engaging services of experts or consultants to perform its duties provided for herein without the prior written approval of the Client.

2.1. OPTION TO OBTAIN ONSITE SERVICES. Client shall have the option to obtain from SCT, in replacement of the Information Resource Management Services to be provided by SCT under this Agreement, SCT's OnSite Services, under the terms and conditions of SCT's OnSite Services Agreement (as such terms and conditions may be negotiated in good faith by the parties), for such fees as may then be agreed to by the parties. Under its OnSite Services program, SCT assumes spending responsibility for a client's data processing budget as the client's pay agent, provides the client with data processing staffing and management services, and, to the extent such additional components are provided for in the client's data processing budget: (i) grants the client a license to use one (1) or more systems of SCT's BANNER application software and SCT's IntelliQuest natural language query software; (ii) grants the client a license to use ORACLE database software; (iii) obtains for the client replacement hardware or hardware upgrades for the operation of the aforesaid application and database software components; and (iv) implements and executes SCT's Total Quality Management policies and procedures. Client can exercise the option provided for in this Section 2.1 by advising SCT in writing that Client is so exercising the option. Thereupon, the parties will negotiate in good faith to determine the scope of and the fees for SCT's OnSite Services. SCT has extended the option described in this Section to Allen County, Indiana, and recommends that Client and Allen County, Indiana exercise the option concurrently, if either entity exercises the option.

3. COST AND PAYMENT.

(a) SCT will invoice the Client on the first business day of each month during the term of this Agreement for services in an amount equal to the amount set forth for such month in the schedule contained in Exhibit B, which is attached hereto and incorporated herein by this reference.

(b) All amounts due under this Agreement shall be paid by the Client to SCT within thirty (30) days after receipt of invoice. Any amounts not paid when due shall bear interest at a rate of interest per annum equal to the lesser of: (i) the prime rate established from time to time by Mellon Bank, N.A., plus three (3%) percent; and (ii) the highest rate permitted by law.

(c) Taxes, other than taxes imposed on SCT's net income or capital stock, imposed by any taxing authority and based upon any goods and/or services furnished under this Agreement shall be the responsibility of Client and shall be due in addition to any other amounts that are due under this Agreement.

4. MEETINGS AND REVIEWS.

(a) The SCT Site Director shall be responsible for maintaining informal day-to-day contact with the Client's designated Contract Administrator (see Section 17 below).

(b) The SCT Site Director, together with a member of the management of SCT, as determined by SCT, shall meet annually with the Client Data Processing Board and such other Client officials as such Data Processing Board deems necessary and appropriate, to make a presentation to review the progress of SCT's performance and operations during the past year and SCT's plans for the ensuing year.

5. REPORTS. During the term of this Agreement, SCT shall submit, on a monthly basis, status reports to the Client's designated Contract Administrator. The reports will include the progress of work being performed, the milestones attained, the problem areas encountered and corrective action taken or to be taken.

6. RIGHTS TO SYSTEMS APPLICATION SOFTWARE.

(a) The Client shall retain all right, title and interest in and to the Client's proprietary computer systems application software (collectively "programs") in operation at the Commencement Date of this Agreement. SCT shall have no right, title or interest in or to such programs for any purpose, except the right to use, modify, enhance and operate such programs in order to perform services hereunder and as may be expressly set forth herein or in a separate written agreement executed between the parties. SCT shall retain all right, title and interest in and to its proprietary software, and the Client shall have no right, title or interest in or to such programs for any purpose. All right, title and interest to any programs owned by either SCT or the Client and all modifications and/or enhancements thereof made by SCT hereunder shall remain in the original owner of such programs.

(b) The Client shall own all right, title and interest to any new software programs and associated documentation developed under this Agreement where personnel provided by SCT hereunder perform only the actual program coding in connection with the new software programs from specifications provided to SCT by the Client. SCT shall own all right, title and interest to any new software programs and associated documentation developed under this Agreement if SCT performs other services in connection with the development of the new software programs in addition to performing the actual program coding in accordance with the specifications. In the latter case, where SCT is the owner of the new software program(s), SCT shall grant to the Client

a perpetual non-exclusive, non-transferable free license to use such new software program(s) for its in-house computing needs pursuant to the terms and conditions of SCT's then current software license agreement. Each party agrees to execute such documents and other materials as may be reasonably requested by the party which owns the new software developed hereunder pursuant to the terms of this Section 6(b) to obtain protection for such new software and to perfect exclusive title thereto in the owner of such new software, at the sole cost of the owner.

(c) During the term of this Agreement, SCT shall have access to and use of all Client-owned programs and associated documentation as well as any third party-owned proprietary software packages currently used by Client, for use by SCT in processing data for the Client and performing other services to be provided by SCT hereunder, or for any other purpose authorized by the Client.

(d) SCT, in the performance of its services hereunder, will not do anything which will result in a default by Client under any provisions of any data processing related contracts and leasing agreements between Client and a third party. SCT shall indemnify, defend and hold Client harmless from any and all suits, claims, liabilities, damages, judgments, settlements, debts, costs, awards and expenses, including attorneys' fees and expenses, in connection with SCT's responsibility set forth in this Section 6(d).

7. INSPECTION.

(a) SCT agrees to provide access to the Client records in its possession to the Client's internal auditors and to such other authorized parties as the Client may designate.

(b) All work performed under this Agreement shall be subject to inspection by the Client to the extent practicable during normal business hours and upon reasonable notice to SCT. All inspections by the Client shall be performed in such a manner as not to unduly delay the work being performed by SCT hereunder, and shall be at the sole cost of Client.

8. CONFIDENTIAL INFORMATION.

(a) Each party agrees: (i) to treat the other's confidential information as proprietary to the other; (ii) that it will not knowingly disclose to any person or entity not a party to this Agreement except as ordered by a court of competent jurisdiction, or use for its own or any such person's or entity's benefit, any confidential information belonging to the other party to this Agreement without that other party's prior written consent; and (iii) that it will use all reasonable effort to maintain the confidentiality of all confidential information of the other party to this Agreement and to prevent the unauthorized disclosure and dissemination of any of that confidential information to any such person or entity. In no event will any party hereto use less care to maintain the confidentiality of the other party's confidential information than it uses to maintain the confidentiality of its own information of equal importance. Information shall be deemed confidential for the purposes of this Agreement only: (iv) if disclosed in writing, it is clearly marked as confidential; or (v) if disclosed orally, it is clearly identified in writing as confidential within fifteen (15) days after its oral disclosure.

(b) Confidential information does not include information that: (i) is or becomes known to the public without fault or breach on the part of the party to this Agreement seeking to disclose it; (ii) the owning party regularly discloses to third parties without restriction on disclosure; (iii), the party to this Agreement seeking to disclose it receives from a party other than a party to this Agreement without restriction on disclosure and without breach of a nondisclosure obligation; (iv) is independently developed by the receiving party without the benefit of the disclosure; (v) is already known to the receiving party at the time of disclosure; or (vi) is required to be disclosed by operation of law.

(c) Notwithstanding the termination of this Agreement, the nondisclosure and nonuse obligations set forth above will remain in full force with respect to each item of confidential information for a period of ten (10) years after the first receipt of that item by one party to the Agreement from the other.

9. COMPLIANCE WITH APPLICABLE LAWS. SCT agrees that performance of services under this Agreement will be subject to regulation and examination of all appropriate regulatory agencies of the federal, state and local governments, to the same extent as if such services were being performed by the Client for itself on its own premises. This Agreement is expressly made subject to all such laws, ordinances, rules and regulations. In the event that compliance by SCT with future laws will involve the incurrence of additional costs or affect performance schedules, there shall be an upward price and/or performance schedule adjustment commensurate with additional costs or effect on performance schedules.

10. FORCE MAJEURE.

(a) SCT's Inability to Perform. SCT shall not be liable for any failure to perform its obligations under the Agreement if prevented from doing so, in whole or in part, by a cause or causes beyond its control. Without limiting the generality of the foregoing, such causes include Acts of God, fires, floods, storms, earthquake, other disasters, riots, strikes, lockouts, other labor disputes, wars or war operations, civil disturbance, restraints of government or any other cause or causes which could not with reasonable diligence be controlled or prevented by SCT.

(b) Client's Insufficient Funding. Client believes that sufficient funds can be obtained to pay all amounts due SCT throughout the term of this Agreement and hereby covenants and agrees that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which payments hereunder may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. It is Client's intent to make all payments due hereunder for the entire term of this Agreement if funds are legally available therefor and in that regard Client represents and warrants to SCT that the services to be performed by SCT hereunder are essential to its proper, efficient and economic operation. In the event insufficient funds are appropriated and budgeted or are otherwise legally available by any means whatsoever in any fiscal period for which payments due under this Agreement, then Client will immediately notify SCT of such occurrence and SCT may either: (i) reduce its staffing and level of services to the amount so budgeted; or (ii) notify Client that this Agreement will expire effective on the last day of the fiscal period for which appropriations were received. If no funds are appropriated or budgeted or otherwise legally available, then Client will immediately notify SCT of such occurrence, and this Agreement will be deemed expired effective on the last day of the fiscal period for which appropriations were received. Any such premature expiration effected pursuant to this Section 10(b) shall be subject to the provisions of Sections 12 (including without limitation the obligation to pay any Accelerated Deferral Amount as described therein) and 13. Notwithstanding the foregoing, Client agrees that the provisions of this Section 10(b) will not apply if any funds are appropriated to it, or by it, for the acquisition, retention or operation of data processing services or other services similar to which are being provided by SCT hereunder, and that it will not during the term of this Agreement give priority in the application of funds to any other similar services. Further, nothing in this Section 10(b) will be construed so as to permit Client to reduce the level of services to be provided by SCT hereunder, or effect a premature expiration of this Agreement, in order to acquire any other data processing or similar services or to allocate funds directly or indirectly to perform essentially the same application for which services are being provided, including the performance of the services by Client itself.

11. PREVENTION OF PERFORMANCE BY COURT ORDER. In the event a court of competent jurisdiction should render a final order or final judgment enjoining or restraining performance of this Agreement by either or both parties hereto, or in the event such a court should declare this Agreement void or illegal, then each party is relieved and dissolved of all obligations hereunder, subject, however, to the provisions of Section 13 and payment of all amounts to SCT for work performed and products licensed or provided, determined in accordance with Section 12 below. Client agrees to defend and assert the legality of this Agreement in any litigation arising out of this Agreement brought by third parties in which the Client is named as a party defendant or respondent and to vigorously pursue such defense in any and all appropriate courts. Client further agrees to defend, indemnify and hold SCT harmless from any and all suits, claims, liabilities, judgments, damages, settlements, debts, costs, awards, and expenses, including attorneys' fees and expenses (excepting specifically actions arising in connection with SCT's negligence or willful wrongdoing), in connection with the assertion of the illegality of this Agreement or the enjoining or restraining of SCT's performance of services hereunder, except for bankruptcy, act of bankruptcy or receivership.

12. TERMINATION.

(a) This Agreement may be terminated by either party hereto for cause in the event the other party fails to substantially perform its obligations under this Agreement. Such termination must be in writing and shall be effective (the "Termination Date") either: (i) ninety (90) days after receipt of such notice, unless the default is cured or remedial steps are taken to cure said default within ninety (90) days after receipt of such notice; or (ii) thirty (30) days after the Client's receipt of written notice from SCT notifying Client of its failure to make payments due hereunder within thirty (30) days after receipt of invoice. In the event the default complained of is cured or remedial steps are taken to cure said default within said ninety (90) day period, or if the default is for nonpayment, such payment is received by SCT within the aforementioned thirty (30) days, this Agreement shall continue as if such notice had not been given. In the event SCT commits an act of bankruptcy or is placed in receivership, the Client shall have the right to offer employment to SCT employees currently assigned to Client's site or previously assigned within the last one hundred-eighty (180) days and to perform necessary services in order to maintain the site.

(b) Client shall have the right to terminate this Agreement for convenience, with such termination to be effective August 31, 1998, by notifying SCT in writing (such written notice which must be received by SCT not earlier than September 1, 1997 nor any later than January 31, 1998) that Client is so exercising its right to terminate this Agreement for convenience. Upon such termination for convenience, Client shall be obligated to pay to SCT, in addition to all other amounts that are due and owing to SCT under this Agreement as of August 31, 1998, the Accelerated Deferral Amount described in Section 12(e) below.

(c) Any termination of this Agreement (including without limitation termination pursuant to Section 10[b] above) shall be subject to the provisions of Section 13 below, except a termination for Client's failure to timely pay for services rendered by SCT hereunder.

(d) Within thirty (30) days after the expiration date or any earlier termination of this Agreement, SCT shall submit an invoice to Client for the amount for all services and property (payment for which has not been made), performed or delivered prior to the expiration date or any such earlier termination date, including without limitation (in the event of a termination of this Agreement prior to its expiration), payment of the Accelerated Deferral Amount described in Section 12(e) below.

(e) Client acknowledges and understands that SCT is entering into this Agreement on the understanding that the fees for the goods and services to be provided by SCT to Client pursuant to this Agreement are based on a long term relationship and that an early termination of this

Agreement (including without limitation termination pursuant to Section 10[b] above) will have a significant financial impact on SCT. Upon the termination of this Agreement, Client shall pay to SCT the applicable Accelerated Deferral Amount set forth in Exhibit C based on the increase or decrease, as applicable, in the Accelerated Deferral Amount during the fiscal year in which the effective date of such termination occurs. For any date falling between the dates listed in Exhibit C, the amount of the Accelerated Deferral Amount shall be calculated by straight line interpolation using the two dates between which the termination date falls and prorating the respective amounts on a daily basis. The Accelerated Deferral Amount shall be due within thirty (30) days after the effective date of such termination of this Agreement. The applicable Accelerated Deferral Amount has been established by the parties to reflect the unamortized costs which will be incurred by SCT as a result of an early termination of this Agreement. The Accelerated Deferral Amount is not in the nature of, and shall not be deemed to be, a penalty or liquidated damages. Except in connection with Client's right to terminate this Agreement expressly as provided for in Section 12(b) above, notwithstanding the payment of the Accelerated Deferral Amount by Client, both SCT and Client will be entitled to pursue all their respective rights and remedies, both at law and in equity.

13. PHASEOVER UPON TERMINATION.

(a) Not less than sixty (60) days prior to the Termination Date, unless this Agreement is terminated by SCT by reason of Client's failure to timely pay for services rendered by SCT hereunder, SCT shall submit to the Client a written plan for turning responsibility for performance of the effort and services provided hereunder over to the Client. Implementation of such phaseover plan shall commence upon its approval by the Client and shall be completed on or before the Termination Date. At such time, SCT shall make available to the Client such personnel as necessary for the provision and maintenance of data processing services and shall use its best efforts and cooperation to effect an orderly transition of personnel back to the Client.

(b) During the implementation of the phaseover plan, SCT shall train designated Client personnel in the operation and maintenance of the systems used and operated in providing services hereunder. At the option of the Client, SCT shall provide such additional training for a period not exceeding one hundred eighty (180) days after the Termination Date so long as this Agreement is not terminated by SCT by reason of Client's failure to timely pay.

(c) Performance by SCT personnel after the Termination Date of any training or system completion, implementation or other task shall be invoiced to the Client at SCT's then current standard time and material billing rates and shall be paid by Client as set forth in Section 4(b) above.

(d) At least forty-five (45) days prior to the Termination Date, the Client shall provide written instructions for the return or disposition of all material and data of the Client at the Client's expense. If such timely instructions are not received, SCT shall leave such materials in the Client's data processing facilities, and shall not be responsible for any theft, loss or damage thereto, or for any expenses or damages incurred by the Client in connection therewith.

14. RISK OF LOSS. The Client shall be responsible for protection of all work, equipment, materials, computer programs, supplies, and the like, including data, after delivery to the Client. The Client shall indemnify, defend and hold SCT harmless from any and all suits, claims, liabilities, damages, judgments, settlements, debts, costs, awards and expenses, including attorneys' fees and expenses, in connection with the Client's responsibility to protect the above. Client acknowledges and understands that the services to be provided by SCT under this Agreement do not include Client access to any disaster recovery facility in the event that Client's data processing operations should be interrupted or terminated, in whole or in part. Client is further hereby advised that SCT recommends that Client enter into an agreement with a third party provider to so obtain access to and a right of use for such a disaster recovery facility.

15. LIABILITY AND LIMITATION OF LIABILITY: DISCLAIMER OF WARRANTIES.

(a) The Client shall maintain adequate supporting material to enable SCT to update or regenerate, as necessary, data files, printer outputs and other data. In the event of loss, damage, destruction, or inoperation of any data, service, system or program due to the sole negligence of SCT, SCT's sole liability therefor shall be limited to either the replacement, repair, reconstruction, redevelopment, or regeneration, at SCT's option, of the lost, damaged, destroyed or inoperable data, service, system or program from the Client's supporting material in the method deemed most suitable by SCT for such action. In the event the Client has failed to maintain adequate supporting material, SCT's liability shall be strictly limited to the same cost of replacement, at SCT's then current rates, as if the Client had so maintained adequate supporting material. Adequate supporting material is defined for this purpose as the original source material or data input documents initially provided to SCT. SCT shall not be liable for any damages resulting or arising from Client's failure to perform its obligations hereunder.

(b) SCT NEITHER MAKES NOR ASSUMES NOR AUTHORIZES ANY PERSON TO MAKE OR ASSUME FOR IT, AND HEREBY SPECIFICALLY DISCLAIMS, ANY AND ALL WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE SALE, LICENSE, OR USE OF ANY SERVICE, SYSTEM, PROGRAM OR EQUIPMENT UNDER THIS AGREEMENT.

(c) SCT WILL NOT, BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY THEREOF IN ADVANCE. EXCEPT IN CONNECTION WITH LIABILITY FOR BODILY INJURY, DEATH OR PHYSICAL DAMAGE TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF SCT OR ITS EMPLOYEES, FOR WHICH ACTS SCT'S LIABILITY SHALL INSTEAD AND NOT ADDITIONALLY BE LIMITED TO THE INSURANCE PROCEEDS AVAILABLE UNDER THE POLICIES OF INSURANCE ENUMERATED IN SECTION 15(d) OF THIS AGREEMENT, IN NO EVENT WILL SCT'S LIABILITY IN CONNECTION WITH THE SERVICES RENDERED HEREUNDER EXCEED THE AMOUNT OF THE LARGEST COMPENSATION PAID HEREUNDER FOR ANY ONE YEAR OR THE ACTUAL DAMAGES INCURRED BY CLIENT, WHICHEVER IS LESS. EXCEPT AS OTHERWISE PROVIDED FOR IN THIS SECTION 15(C), THESE LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, MISREPRESENTATION AND OTHER CAUSES OF ACTION BASED ON SIMILAR LEGAL THEORIES.

(d) SCT agrees to maintain comprehensive general liability insurance in the following annual minimum amounts: Property Damage - \$500,000 per occurrence and \$3,000,000 aggregate; Bodily Injury and Loss of Life - \$1,000,000 per occurrence and \$5,000,000 aggregate.

16. COST OF LIVING ADJUSTMENT.

(a) If on April 1, 1994 the Consumer Price Index for Urban Wage Earners and Clerical Workers of the Metropolitan Ft. Wayne, Indiana area (which index, as of the date that this Agreement was executed by the parties, was published by the Bureau of Labor Statistics of the Department of Labor), is higher than the Consumer Price Index on the April 1 immediately prior thereto (for this purpose, the latest April 1 shall be called the "Current Index" and the immediately preceding April 1 shall be called the "Base Index"), then on September 1, 1994, and on each September 1 thereafter during the term of this Agreement, the amounts set forth in Exhibit B for the

year beginning on that September 1 shall be deemed, automatically without any further act by either party, adjusted accordingly to reflect the percentage increase of the then Current Index over the then Base Index, compounded in each year by the amount of the cost of living adjustment percentage applied for each previous year that this Agreement was in place. SCT shall calculate this adjustment and, no later than thirty (30) days after the Current Index becomes available, inform Client in writing of the results of the calculation. Notwithstanding the above, in no event shall the cost of living adjustment in any one (1) Client fiscal year commencing on September 1 be less than three percent (3%) or greater than five percent (5%).

(b) Notwithstanding Subsection 16(a) above, however, and without limitation thereon, in the event that the percentage increase of the then Current Index over the Base Index should exceed eight percent (8.0%) as of any April 1 for which such calculation has been made, then SCT shall additionally, and as soon as reasonably practicable after SCT has made such determination, submit to Client a written proposal which SCT shall develop in good faith ("Services Reduction Proposal"), to reduce the services that SCT provides to Client under this Agreement by an amount equal in value (for each remaining one [1] year period of the term of the Agreement) to the amount by which the then Current Index over the Base Index exceeds the maximum annual cost of living index described in Section 16(b). By way of example, and not limitation, if the actual calculation of the then Current Index over the Base Index were nine percent (9%), then the actual cost of living increase applicable for the upcoming one (1) year period would be five percent (5%), subject to the compounding described in Subsection 16(a) above. SCT would then submit to the Client a Services Reduction Proposal under which the services to be provided by SCT under this Agreement for the remainder of the term of the Agreement would be reduced by an amount equal to four percent (4%) of the value of such services.

(c) Upon Client's receipt of a Services Reduction Proposal, Client shall have a period of thirty (30) calendar days ("Proposal Review Period") in which to review the Services Reduction Proposal and to advise SCT in writing if Client rejects such Services Reduction Proposal. Absent SCT's receipt of Client's written rejection of such Services Reduction Proposal (accompanied by a counter-Services Reduction Proposal as described in the immediately following sentence) by not later than the last day of the Proposal Review Period, such Services Reduction Proposal shall be deemed to have been accepted by Client and shall be attached to and made a part of the Annual Work Plan for the upcoming one (1) year period. Client can only reject the Services Reduction Proposal by submitting to SCT, by not later than the last day of the Proposal Review Period, a counter-Services Reduction Proposal which Client has generated. Upon SCT's receipt of a counter-Services Reduction Proposal, SCT shall have a period equal in length to the Proposal Review Period in which to accept or reject the counter-Services Reduction Proposal. Absent Client's receipt of SCT's written rejection of such counter-Services Reduction Proposal by not later than the last day of such counter-Proposal Review Period, such counter-Services Reduction Proposal shall be deemed to have been accepted by SCT and shall be attached to and made a part of the Annual Work Plan for the upcoming one (1) year period. If however SCT rejects such counter-Services Reduction Proposal, then the parties shall promptly initiate good faith negotiations to determine which services that SCT would otherwise provide shall be reduced or eliminated under this Agreement. If the parties are unable to reach agreement prior to the September 1 date upon which such services would have been reduced or eliminated, then they shall initiate the Dispute Resolution Procedure described in Section 19 of this Agreement, but deleting, specifically, the initial dispute resolution procedure outlined in Section 19(a).

17. CLIENT'S CONTRACT ADMINISTRATOR. The Client shall appoint a Contract Administrator who will be delegated the duty and responsibility of maintaining liaison with SCT and to oversee SCT's performance under this Agreement.

18. **NOTICES.** Any notice provided for herein shall be given in writing and transmitted by personal delivery, facsimile transmission, courier or prepaid first class registered or certified mail addressed as follows:

Client: City of Fort Wayne, Indiana
One Main Street
Fort Wayne, Indiana 46802
ATTENTION:

SCT: SCT Software & Resource Management Corporation
Great Valley Corporate Center
Four Country View Road
Malvern, Pennsylvania 19355
ATTENTION: President, Information Resource Management

With a copy to: SCT Software & Resource Management Corporation
Great Valley Corporate Center
Four Country View Road
Malvern, Pennsylvania 19355
ATTENTION: General Counsel

or to such other persons or addresses which the Client or SCT may from time to time designate in writing.

19. **DISPUTE RESOLUTION PROCEDURE.** In the event that the parties have any disagreement, dispute, breach or claim of breach, non-performance, or repudiation arising from, related to or in connection with this Agreement or any of the terms or conditions hereof, or any transaction hereunder including but not limited to either party's failure or alleged failure to comply with any of the provisions of this Agreement (hereinafter collectively the "Dispute"), the parties shall conduct a three-stage procedure as follows, it being agreed that for purposes of this Section 19, any reference to a particular representative of a party shall also be deemed to include such particular representative's duly authorized successor or designee and such other persons as each party deems appropriate:

(a) A party shall provide notice of a dispute, in accordance with Section 18 of this Agreement, to the other party. A copy of such notice shall also be sent to the Client Contract Administrator and the SCT Site Director. Within ten (10) business days of the giving of such notice of a Dispute, the Client Contract Administrator and SCT Site Director shall conduct a meeting in Ft. Wayne, Indiana either to: (i) resolve the matter and set forth such resolution in writing; or (ii) define the Dispute in writing, including a description of the position of each party and the other projects and tasks which would be affected by the proposed resolution submitted by Client Contract Administrator and by the proposed resolution submitted by the SCT Site Director. A copy of the writing described in this Section 19(a)(i) and (ii) shall be provided to the persons who are to receive notices in accordance with Section 18.

(b) If the Client Contract Administrator and SCT Site Director are unable to reach an agreement pursuant to Section 19(a) above, then within ten (10) business days after such meeting, the Vice President of SCT responsible for SCT's performance under of this Agreement (the "SCT Vice President") and the Client Representative to whom Client's Contract Administrator reports ("Client Manager") shall meet in Ft. Wayne, Indiana to attempt to reach a resolution of the matter in light of the description of the Dispute submitted by the parties and further discussion among and between the parties and their respective representatives. If they are unable to resolve the Dispute, they shall further define the Dispute in writing based upon discussions held at their meeting, if

appropriate. A copy of the writing described in this Section 19(b) shall be provided to the persons who are to receive notices in accordance with Section 18.

(c) If the SCT Vice President and the Client Manager are unable to reach an agreement pursuant to Section 19(b), then within fifteen (15) business days after such meeting, SCT's President, Information Resource Management and Client's Chief Operating Officer shall meet in Ft. Wayne, Indiana which meeting shall also be attended by the SCT Vice President and SCT Site Director and the Client Contract Administrator and Client Manager, to attempt to reach a resolution of the matter in light of the description of the Dispute submitted by the parties and further discussion among and between the parties and their respective representatives.

(d) If the parties are unable to resolve the dispute after following the procedures set forth in subparagraphs (a) through (c) of this Section 19, the parties shall be entitled to pursue all their remedies at law and in equity.

(e) Any reference to a particular person or office holder in this Section 19, shall be deemed to include the designee of such person or office holder.

(f) Notwithstanding the provisions of this Section 19, either party may seek equitable relief at any time without the necessity of first complying with the provisions of this Section 19.

20. MISCELLANEOUS.

(a) Each paragraph, clause and provision of this Agreement is severable from the others and if one provision or part hereof is declared invalid, the remaining provisions shall nevertheless remain in full force and effect.

(b) This Agreement, together with the Exhibits hereto, constitutes the entire Agreement of the parties on the subject matter hereof, and no other agreement or understanding, verbal or otherwise, on the subject matter hereof exists between the parties at the time of execution hereof. This Agreement shall not be changed, modified, or discharged except by written instrument executed by both parties.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

(c) Any terms and words used in this Agreement regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement or any paragraph or clause herein may require, the same as if such words have been fully and properly written in the number and gender.

(d) The headings of sections and paragraphs, if any, to the extent used herein are for convenience and reference only, in no way define, limit or describe the scope or intent of any provision hereof, and therefore shall not be used in construing or interpreting the provisions hereof.

(e) This Agreement does not constitute SCT as the agent or representative of the Client for any purpose other than that which may be expressly set forth herein.

(f) This Agreement shall be construed in accordance with the laws of the State of Indiana.

(g) This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but such counterparts together shall constitute but one and the same instrument

IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed hereto as of the date first above written.

SCT SOFTWARE & RESOURCE
MANAGEMENT CORPORATION

By: _____
Gerald R. Porter
President
Information Resource Management

Date: _____

Consent:

SYSTEMS & COMPUTER
TECHNOLOGY CORPORATION

By: _____

Title: _____

Date: _____

CITY OF PORT WAYNE, INDIANA

By: Paul H. Hulse
Title: Mayor
Date: June 10, 1993

EXHIBIT A

SCOPE OF SERVICES

SCT shall use a staff of 13.5 FTE during the term of this Agreement to provide to Client the general services described below:

1. SCT will provide a computing management team to manage Client's Data Processing Center, including without limitation Client's telecommunication operations.
2. SCT will develop, by not later than fifteen (15) months after the Commencement Date, an updated Long Range Computer Services Master Plan ("Master Plan"), which Master Plan shall outline Client's long-term, multi-year data processing goals. The Master Plan will define Client's future approach to data processing and will serve to focus application development priorities.
3. SCT will from time to time provide the services of technical specialists to deliver services outlined in this Exhibit A. Such technical specialists will have specific subject matter knowledge in such areas as public safety, finance, community development, systems development, computing services, operations management and open systems architecture.
4. SCT will assist Client's Division of Public Safety ("Public Safety") in Public Safety's development of an Information System.
5. SCT will provide Client with instruction in and access to methodologies from SCT's Strategic Tactical Excellence Program in such areas as data processing security; Total Quality Management; systems and procedures documenting; and project management and control.
6. SCT will provide monthly status reports on the state of Client's data processing operations to Client's Data Processing Steering Committee and management.
7. SCT will provide computer literacy training programs for Client personnel and Client's user community.
8. SCT will provide Client departments with personal computer hardware and software support in accordance with the Client's PC support policies. For purposes of this Agreement however, the term "support" shall not include acquisition by SCT (at SCT's expense) of personal computers for Client personnel nor SCT's payment for licensure of personal computer software applications, such as spreadsheet and word processing programs, for Client personnel.
9. SCT, through its management of Client's data processing operations, shall use its best efforts to maintain existing arrangements (that is, arrangements in place as of the Commencement Date) for the delivery of work to and from the Client's data processing facilities.
10. SCT shall manage the processing of Client's systems applications, following those Client-specified run instructions that were in use as of the Commencement Date or as the same may be modified, and shall manage system production of the system output formats required by the current (that is, current as of the Commencement Date) systems application design.
11. During normal and emergency operations, the Client and SCT shall agree on delivery schedules and priorities for all system output formats and work to be furnished and all data to be submitted by SCT.

12. SCT shall manage the distribution of output material and formats to the appropriate destinations as required by the current systems applications design.
13. SCT shall manage the distribution of such systems application output formats as may be required in conducting the data processing functions described in this Exhibit A.
14. With prior written approval of the Client, SCT shall coordinate the acquisition, substitution or modification of all data processing equipment, systems, supplies, maintenance and the like.

In addition, SCT shall use the staff of 13.5 FTE to provide Client with the following specific services during the term of this Agreement:

1. SCT will install future releases of CYBORG as the same are made available to SCT by Client.
2. SCT will assist Client in configuring its CYBORG Human Resources system, which system, as of the date first set forth in this Agreement, had been partially installed at Client's site but for which implementation and training schedules were incomplete.
3. SCT will install future releases of LGFS as the same are made available to SCT by Client.
4. SCT will conduct a macro-study of the utility of acquiring a Ft. Wayne/Allen County comprehensive law enforcement computing system.
5. SCT will install future releases of CEO as the same are made available to SCT by Client.
6. SCT will provide Client operating staff with cross-training in the use of Client's IBM and Data General mainframe hardware systems.
7. SCT shall provide data processing support to Client's Parks and Communications departments.
8. SCT shall conduct a detailed study on the feasibility and benefit of establishing a joint Ft. Wayne/Allen County personal computer repair/technical support center. Issues to be studied will include marketing the services of such a center to other governmental and non-profit entities.
9. SCT will participate with designated Client personnel in conducting a records retention program study. Issues to be addressed in such study include the feasibility of record imaging and new technology media record storage.
10. SCT will complete, by not later than December 31, 1994, a detailed cost/benefit analysis on replacing Client's Honeywell hardware platform.

11. SCT will provide training classes and individual assistance in the use of macro and linked-based spreadsheet use in Client's PC user community.
12. SCT will implement a new CARE system, to be interfaced with Client's IMS system.
13. SCT will conduct a macro-level study on the possibility of establishing citizen on-line computer access to Client's public records through such methods as touch-screen communication from a single location in the City/County Building.
14. SCT will make annual recommendations to Client's Data Board on the types of staff training and productivity tools that Client should consider obtaining in each year of the Agreement.
15. Compile and maintain a telephone instrument and telephone equipment inventory listing.

EXHIBIT B
PAYMENT SCHEDULE

EXHIBIT B

PAYMENT SCHEDULE

	1993/1994 ¹	1994/1995 ²	1995/1996 ²	1996/1997 ²	1997/1998 ²	1998/1999 ²	1999/2000 ²	2000/2001 ²	2001/2002 ²	2002/2003 ²	2003/2004 ²	Total
September	\$56,330	\$56,330	\$56,330	\$56,330	\$56,330	\$52,671	\$52,671	\$52,671	\$52,671	\$52,671	\$52,671	\$597,676
October	\$56,330	\$56,330	\$56,330	\$56,330	\$56,330	\$52,671	\$52,671	\$52,671	\$52,671	\$52,671	\$52,671	\$597,676
November	\$56,330	\$56,330	\$56,330	\$56,330	\$56,330	\$52,671	\$52,671	\$52,671	\$52,671	\$52,671	\$52,671	\$597,676
December	\$56,330	\$56,330	\$56,330	\$56,330	\$56,330	\$52,671	\$52,671	\$52,671	\$52,671	\$52,671	\$52,671	\$597,676
January	\$56,330	\$56,330	\$56,330	\$56,330	\$56,330	\$52,671	\$52,671	\$52,671	\$52,671	\$52,671	\$52,667	\$597,672
February	\$56,330	\$56,330	\$56,330	\$56,330	\$56,330	\$52,671	\$52,671	\$52,671	\$52,671	\$52,671	\$0	\$545,005
March	\$56,330	\$56,330	\$56,330	\$56,330	\$56,330	\$52,671	\$52,671	\$52,671	\$52,671	\$52,671	\$0	\$545,005
April	\$56,330	\$56,330	\$56,330	\$56,330	\$56,330	\$52,671	\$52,671	\$52,671	\$52,671	\$52,671	\$0	\$545,005
May	\$56,330	\$56,330	\$56,330	\$56,330	\$56,330	\$52,671	\$52,671	\$52,671	\$52,671	\$52,671	\$0	\$545,005
June	\$56,330	\$56,330	\$56,330	\$56,330	\$56,330	\$52,671	\$52,671	\$52,671	\$52,671	\$52,671	\$0	\$545,005
July	\$56,330	\$56,330	\$56,330	\$56,330	\$56,330	\$52,671	\$52,671	\$52,671	\$52,671	\$52,671	\$0	\$545,005
August	\$56,330	\$56,330	\$56,330	\$56,330	\$56,330	\$52,671	\$52,671	\$52,671	\$52,671	\$52,671	\$0	\$545,005
Total	\$675,960	\$675,960	\$675,960	\$675,960	\$675,960	\$632,052	\$632,052	\$632,052	\$632,052	\$632,052	\$210,680	\$6,750,740

¹ Cost of living adjustment increases not applicable until September 1, 1994

² The amounts included in the above table for these years do not include any cost of living adjustments. These amounts shall be increased for such cost of living adjustments for each year in accordance with the provisions of Section 16 of this Agreement

EXHIBIT C
ACCELERATED DEFERRAL SCHEDULE

(Attached)

The Accelerated Deferral Amount will be prorated to the effective date of termination as set forth in Section 12(e) of the Agreement.

EXHIBIT C

ACCELERATED DEFERRAL SCHEDULE

Accelerated Deferral Amount	At
	Effective Date
\$185,838	
\$206,299	August 31, 1994
\$229,365	August 31, 1995
\$254,078	August 31, 1996
\$280,638	August 31, 1997
\$309,067	August 31, 1998
\$251,117	August 31, 1999
\$193,167	August 31, 2000
\$135,217	August 31, 2001
\$77,267	August 31, 2002
\$19,317	August 31, 2003 -
\$0	December 31, 2003

The Accelerated Deferral Amount will be prorated to the effective date of termination as set forth in Section 12(e) of the Agreement.



The City of Fort Wayne

DIVISION OF FINANCE AND ADMINISTRATION CITY COUNCIL ORDINANCE COVER LETTER

To: City Council Members

From: Douglas M. Lehman, City Controller *DL*

Date: May 20, 1993 *93-05-18*

Subject: Information Systems Facilities Management Contract

The City of Fort Wayne has contracted with Systems & Computer Technology Corporation (SCT) for information systems facilities management services through August 31, 1993.

In anticipation of that contract expiration date, the City of Fort Wayne began a process, jointly with Allen County, in January of 1992 that would test the marketplace with Request for Qualifications (RFQ) and Request for Proposals (RFP) documents.

In early 1992, the City assembled a taskforce composed of then Chief of Staff John Stafford (later replaced by Assistant Controller Kathy Friend), myself, Accounting Systems Manager Karen Aiken, and Associate City Attorney Linda Powell. We met with a similar task force of Allen County personnel on approximately a monthly basis.

Both the City and the County conducted long-range planning retreats in the spring of 1992 to identify the projects we need to do in the next five years and prioritize them. The RFQ document dated July 28, 1992, was mailed to 10 selected vendors in the information systems facilities management services business: SCT, IBM, EDS, GTE, Anderson Consulting, DEC, HAS (of Indianapolis), American Management Systems, AT&T/NCR, and MAXIMA. Four of those companies provided RFQ responses: SCT, IBM, EDS, and MAXIMA.

BILL NO. S-93-05-18

REPORT OF THE COMMITTEE ON
FINANCE

ARCHIE L. LUNSEY & DONALD J. SCHMIDT - CO-CHAIRPERSONS
HENRY, EDMONDS, LONG

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving CONTRACT
between SCT SOFTWARE & RESOURCE MANAGEMENT CORPORATION ("SCT")
and the City of Fort Wayne, Indiana, in connection with the
Board of Public Works

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

OSL
[Signature]
[Signature]
[Signature]
[Signature]

DATED: 6-8-93.

Sandra E. Kennedy
City Clerk